

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 *DEFINITIONS: Replace the definition of "Specifications" with the following Paragraph 1.1.40.*

1.1.40 Specifications: Divisions 01 through 48 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services.

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

3.5.3.1.1 If the original contract price is greater than \$1 Million Dollars, the Contractor shall make good faith efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows:

- .1 the MBE goal is 5 percent,
- .2 the SBE goal is 5 percent, and
- .3 the PDBE goal is 0 percent.

ARTICLE 7 – CHANGES IN THE WORK

7.1 *CHANGES: Replace Paragraph 7.1.2 with the following Paragraph 7.1.2.*

- 7.1.2 The following types of Change Orders require City Council approval:
- .1 a single Change Order that exceeds ten percent of Original Contract Price,
 - .2 a Change Order which, when added to previous Change Orders, exceeds ten percent of Original Contract Price,
 - .3 a Change Order, in which the total value of increases outside of the general scope of work approved by City Council, when added to increases outside the general scope of work approved by City Council in previous Change Orders, exceeds 40 percent of the Original Contract Price, even if the net increase to the Original Contract Price is ten percent or less. In this context, "increase"

means an increase in quantity resulting from the addition of locations not within the scope of work approved by City Council, or the addition of types of goods or services not bid as unit price items.

Nothing in this Paragraph is intended to permit an increase of the Contract Price in excess of the limit set out in TEX. LOC. GOV'T CODE ANN. §252.048 or its successor statute.

ARTICLE 8 – TIME

8.1 *PROGRESS AND COMPLETION: Insert the following Paragraph 8.1.6.1.*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be \$120.00 per hour per inspector for inspection services.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Replace Paragraph 9.1 in its entirety with the following Paragraph 9.1.*

9.1 *UNIT PRICE WORK*

9.1.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.12 *LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.*

9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$1,200.00 per day.

ARTICLE 11 - INSURANCE AND BONDS

11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR: Insert the following Paragraph 11.2.1.2.*

11.2.1.2 Contractor shall purchase for the duration of the Contract the insurance set out in Table 2 in addition to the minimum insurance coverage set out in section 11.2.1.

TABLE 2
ADDITIONAL REQUIRED COVERAGE
DEFENSE COSTS EXCLUDED FROM FACE AMOUNT OF POLICY.

(Coverage)	(Limit of Liability)
Property and Casualty Coverage: "All Causes of Loss" Builder's Risk Form for directing physical change to building or plant construction on the Work site and/or all land improvements including all work. (Including but not limited to earthquake, flood, boiler, and machinery including testing, damage to existing or adjoining property, time element coverage, collapse, soft costs (management, architecture, financial costs, pre-opening costs, etc.), transit coverage, off-site storage and on-site storage) of material or equipment not yet incorporated into the Work.	100% of Contract Price

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